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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

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11 BRIGHT TRADING CORP., a California ) CASE # CV08-05599 AHM (FFMx)  
12 Corporation )  
13 Plaintiff, ) FINAL ORDER ON CONSENT  
14 v. ) JUDGMENT  
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16 EMPIRE IMPORTS, INC., a California )  
17 Corporation, )  
18 Defendants. )  
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Whereas Bright Trading Corp, Inc. (“Plaintiff”), and Defendants Empire Imports, Inc. (“Defendant”) have agreed to a stipulated judgment and a compromise and settlement of this Civil Action and all claims, defenses, and counterclaims that were or could have been brought in this Civil Action,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiff shall take nothing by way of its Complaint except as provided in the Parties' Settlement Agreement, and all claims contained in the Complaint are hereby dismissed with prejudice;

9       2. The Court enters judgment in favor of Plaintiff on their Claim and  
10      enters a permanent injunction as follows: Defendant shall be permanently  
11      enjoined from using the name BRIGHT on footwear. Defendant shall be  
12      allowed unfettered use of the trademark BRITE for any goods/services.  
13      Defendant may not, however, use BRITE on footwear if used in a similar size  
14      font/design as the Plaintiff, namely: Arial-font in all capital letters at  
15      approximately 12-point font.

16       3.     Jurisdiction is retained by this Court to allow either party to move  
17 to reopen solely in order to enforce the judgment.

18 DATED: February 19, 2009

A. Howard Mat

HON. A. HOWARD MATZ  
United States District Judge

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